

Bharat Heavy Electricals Limited
भारत हेवी इलेक्ट्रिकल्स लिमिटेड



Corporate Administration
कॉर्पोरेट प्रशासन

BHEL HOUSE, ASIAN GAMES VILLAGE COMPLEX
SIRI FORT, NEW DELHI - 110 049
Tel: -011-66337438

Open Tender Enquiry

For

**Comprehensive AMC of 26 HP VRV AC system and 32 HP VRV AC system installed at
BHEL House, Siri-Fort, New Delhi.**

NIT No.- AA: GAX: 23: EX-AC: 401/01, Dated: 18-09-2024

**Last Date for Submission: Date 30-09-2024 UPTO
15:00 Hrs.**




Notice Inviting Tender

NIT No: AA: GAX: 23: EX-AC: 401/01 Dated 18-09-2024

Sealed tender is invited for the below mentioned work. Tender is invited in open bid system in a sealed envelope, submitted on or before the specified date and time (mentioned below) at the address specified in the tender document.

Sl. No.	Name of work	Completion period	Last date and time of submission of tender	Date and time of opening of Tender	Tender submission venue
1.	Comprehensive AMC of 26 HP VRV AC system and 32 HP VRV AC system installed at BHEL House, Siri-Fort, New Delhi	2 Years	30-09-2024 Up to 15:00 Hrs.	30-09-2024 at 15:30 Hrs.	Tender Box at Ground Floor Rear Block Entrance Lobby, BHEL House, Siri Fort, New Delhi-110049

- For detail, refer tender documents.
- Tender documents can be downloaded from <http://www.bhel.com> and <http://eprocure.gov.in/cppp/> only. All subsequent corrigendum/amendment shall be published only on aforesaid website/portal only and not in press. Hence, bidders are advised to regularly visit website to keep themselves updated until the tender is finally opened.
- Late Tender is liable for rejection.
- For Penalty refer tender documents.
- In case of any clarification the bidder can contact undersigned on Telephone No.-011-66337438 or at e-mail: vikrantk@bhel.in.


18.09.2024
Vikrant Kumar
Sr. Manager (HR-GAX)
Ph:011-66337438
Mobile:9759669400

General Conditions of Contract (GCC)

CHAPTER-1
General Instructions to Bidder

CHAPTER-2
General Terms and Conditions



CHAPTER -1

1. GENERAL INSTRUCTION TO TENDERER

1.1. DISPATCH INSTRUCTION

- a. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as per the tender terms & conditions.
- b. Documents not signed & stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid. Any additional documents submitted by the bidder during processing of tender or after placement of order, shall not be accepted unless it is submitted duly signed & stamped as mentioned above.
- c. The above requirement is equally applicable even if the documents are received in soft form. In such cases, Documents / Clarifications received through e-mails should be from the registered e-mail ID of the bidder.
- d. All documents submitted by the bidder in his submission shall be accompanied with a covering letter giving index interlinking all the documents, which shall be numbered page wise.
- e. COMMUNICATION & CORRESPONDENCE: Bidder has to provide at least one valid email ID for fast communications. Two email IDs are desirable. All communications related to the tender shall be sent to these email IDs and hard copies will not be sent. Such communication(s) shall be deemed as delivered and final. Bidder has to regularly view their email and also remain in touch with the Notice Inviting Authority to remain updated. Non-viewing of e-mail or non-functioning of Internet & PC will not be entertained as a reason for no-response to any official communication. Two Mobile phones numbers should also be provided for communication / reminder(s). Such phones should be promptly attended. If due to any reason, bidder / authorized representative is unable to attend a call, he/she should revert to BHEL officials as soon as possible on the same day or, at the maximum, on the next working day. Any change in e-mail ID should be properly communicated in person, e-mail & hard copy. Later, during the execution of contract as well, non-response to a communication calling for action, shall be deemed to be a deliberate violation of contract condition and may invite suitable penalty for respective violation as per penalty causes.
- f. Bidder are advised to study complete tender documents carefully. Submission of tender by any bidder shall be deemed to have been done after careful study, examination of the tender document and with the full understanding of the implications thereof. If the bidder has any doubt about the meaning of any portion of the tender specification or find discrepancies or omissions in the tender document issued or require clarification on any of the technical aspects, scope of work etc., he/she shall at once, contact the authority inviting the tender for the same, well in time (so as not to affect last date of submission) before the submission of the tender or else, BHEL's interpretation shall prevail & shall be binding on the bidder. Bidder request for clarifications shall be with reference to Section and Clause numbers given in the tender document. The specifications, terms, and

conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the bid.

- g. All entries in the tender documents should be in one ink. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
- h. No clause of the tender document should be altered /amended /edited etc. by the bidder under any circumstances.

1.2. SUBMISSION OF BID

- a. Bidder must submit their bid as per instructions in the NIT i.e. bid shall be strictly in accordance with the tender specifications.
- b. Bid submitted by post shall be sent by 'REGISTERED POST / COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of bid sent by post/courier. The bids received after the specified time of their submission are treated as 'Late Bid' and shall not be considered under any circumstances.
- c. The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, BHEL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

1.3. TENDER OPENING:

- a. Tender shall be opened at BHEL House, Siri Fort, New Delhi on appointed date & time (or the extended date/ time, if any) by representatives of Contracting dept. and Finance dept. in the presence of representatives of bidder who would like to be present. The last day of submission (or the extended date of submission) and the opening date of Part-I (Techno-Commercial bid) shall be same.
- b. Carrying/ use of mobile phone/ camera and any such recording device by vendors' representatives in the Tender Opening Room is prohibited.
- c. **Bidding Process:** Conventional price bid i.e. sealed envelope price bid shall be considered for evaluation of lowest cost service provider.

1.4. LANGUAGE

- a. The bidder shall quote the "Rate" in English language and international numerals ONLY. The "Rate" shall be entered in figures as well as in words. "Rate" shall be considered up to TWO decimal points only. Digits beyond TWO decimal points will be ignored and not rounded off. No representations on this account shall be entertained.
- b. All correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are

accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.

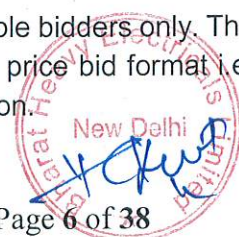
- c. Currencies for this tender & Payment: Indian Rupees (₹) only.
- d. Singular & Plural: Words importing the singular number shall also include the plural and vice versa, where the context requires.
- e. Headings and Marginal Headings: The headings and marginal headings in NIT are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or the contract.

1.5. PRICE DISCREPANCY / CORRECTION OF ARITHMETIC ERRORS: Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:

- a. If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of 1.5.a and 1.5.b above.
- d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser i.e. BHEL, the bid is liable to be ignored.

1.6. TENDER EVALUATION / EVALUATION OF BIDS:

- a. Tender evaluation shall be carried out on the basis of documents required and commercial terms & conditions specified in the tender documents.
- b. If the "Rate" is not filled up in the Price-bid and is not as per the requirements of the Bidding Documents, the same shall be omitted from evaluation.
- c. BHEL shall carry out detailed evaluation of the bids to determine that the requirements set forth in the bid specifications are met. BHEL may accept or reject the deviations sought by the bidder (s) & may load the bids for price for accepting the deviation
- d. Based upon the evaluation, BHEL shall determine the techno-commercially acceptable bidders. BHEL reserves the right to reject any bid without assigning any reason
- e. Price bid opening shall be in respect of techno-commercially acceptable bidders only. The evaluation criteria shall be lowest quote arrived on sl. no F-3 of the price bid format i.e. Total Amount (excluding GST). There shall not be item-wise evaluation.



- f. In case of any arithmetical errors in the price bid, the higher unit rate will be considered for evaluation and lower unit rate will be considered for ordering (if applicable).
- g. Suppliers are required to submit their best price bid in BOQ along with techno-commercial bid. After Evaluation of Techno-Commercial Bids: The price bids of all techno-commercially qualified bidders will be opened and processed as per tender terms & conditions.
- h. Tie: In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.
- i. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

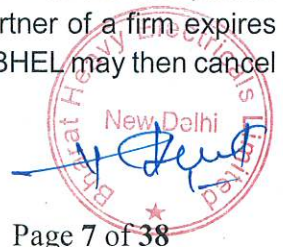
Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding

1.7. VALIDITY OF OFFER & CONTRACT:

- a. Offers shall remain valid for 120 days' period from the due date of submission of bid (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidder(s). In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', BHEL may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his EMD.
- b. The contract will be valid for a period of two (02) years. The same may however be extended further for a period of three months/ part thereof with mutual agreement, in writing, on the same Rates, Terms and Conditions.

1.8. REJECTION OF BID

- a. BHEL reserves the right to accept or reject any the bid with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case bidder shall have no claim arising out of such action by BHEL. The acceptance of bid will rest with BHEL, not binding itself to accept the quoted rates.
- b. BHEL also reserves the right to cancel the tender at any stage due to any administrative / internal reasons whatsoever and in such case bidder/successful bidder shall have no claim arising out of such action by BHEL.
- c. Unsolicited bid, bid which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- d. If a bidder who is a proprietor expires after the submission of his bid or after the acceptance of his bid, BHEL may at their discretion, cancel such a bid. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.



- e. If the bidder deliberately gives wrong information in his bid, BHEL reserves the right to reject such bid at any stage or to cancel the contract if awarded and forfeit the Earnest Money/any other money due.
- f. Canvassing in any form in connection with the bid submitted by the Bidder shall make his offer liable to rejection.
- g. In case the Proprietor, Partner or Director of the Company/Firm submitting the tender, has any relative or relation employed in BHEL, the authority inviting the tender shall be informed of the fact along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract.

COMMITMENT BY BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <http://www.bhel.com> and/or under applicable legal provisions”.

1.9. PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

Norms for of Micro, Small and Medium Enterprises in public procurement shall be relaxed in line with policy circular no 1(2)(1)/2016-MA dated 10-03-2016 issued by Ministry of Micro, Small and Medium Enterprises & Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order 2012 and subsequent amendments dated 09.11.2018, 26.06.2020 & 16.06.2021. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under Public Procurement Policy for MSE, Order 2012 as per MSE guidelines issued by MoMSE. The

benefits of Public Procurement Policy shall be given to only those MSEs who are eligible as per Public Procurement Policy for MSE, Order 2012.

The relevant document(s), if submitted should be valid on the last date of bid submission including bid extension (if any).

1.10. **PROVISIONS FOR START-UP**

Norms for Start-ups in Public Procurement shall be relaxed in line with OM No. F.20-2/2014-PPD (pt.) dated 27th July'2017 and OM No. F.20/2/2014-PPD (pt.) dated 20.09.2016 issued by Ministry of Finance, Department of Expenditure along with DIPP D.O. No. 12(11)/2017-SI dated 22.06.2017, & DHI's letter no. 10(2)/2015-PE-XII dated 29.09.2020.

The relevant document(s) if submitted, should be valid on the last date of bid submission including bid extension (if any)

1.11. **BREACH OF CONTRACT, REMEDIES AND TERMINATION:**

Definition of Breach of Contract

- a) Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
- b) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- c) Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- d) Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier. If at any time the service provider defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract by giving 15 days' notice in writing. The notice will be deemed to have been served as and when sent to the address given in the tender.
- e) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
- f) Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.



Recovery in case of Breach of Contract

In case of breach of contract, 10% of the contract value shall be recovered from the contractor. The recovery shall be made from Security Deposit (if any)/ Retention Money (if any)/ available bills in the unit paying P.O. In case 10% amount is not recovered from these instruments the balance amount shall be recovered from the bills available in any of the BHEL unit(s)/Division(s). Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure etc., shall be applied as per provisions of contract.

- 1.12. BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.
- 1.13. The Contractor will be abiding to execute the work assignments on Job Contract basis strictly in accordance with the terms and conditions of the NIT and the Company in turn also agrees to engage the Contractor accordingly with effect from the date of award.
- 1.14. The successful bidder will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 1.15. **SUBLETING:** The successful bidder should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The bidder is solely responsible to BHEL for the work awarded to him.
- 1.16. **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
- 1.17. **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit (if any), or the contractor shall pay the claim on demand without any terms & conditions.
- 1.18. **POST TECHNICAL AUDIT OF WORK & BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof. However, that no such recovery shall be enforced after three years of passing the final bill.
- 1.19. **SECRECY OF CONFIDENTIAL INFORMATION:** The Contractor undertakes and agrees that he/she will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL.
- 1.20. Lowest prices / Monthly Rental received against Tender need not be the acceptable to BHEL and in that case BHEL would not consider the same for award of Contract. BHEL may re-float the Tender if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL also may resort to short closure of this Tender.

1.21. **JURISDICTION:** Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at DELHI (where this Contract has been signed on behalf of the CONTRACTOR) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

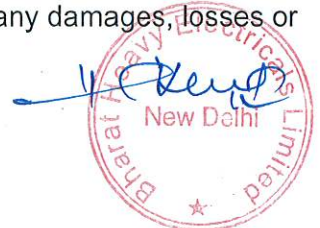
1.22. **ARBITRATION:**

- a) Both the Company and Contractor hereby agree that in the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider/ Contractor in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL. The venue of arbitration shall be in **DELHI** and the Arbitrator's decision shall be final and binding on both the parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.

- b) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1)/2013-DPE(GM)/FTS1835 dated 22.05.2018 and any subsequent amendments thereof.

1.23. **FORCE MAJEURE:** The conditions of Force Majeure shall mean the events beyond control of the parties effected such as act of God, Earthquake, Flood, Devastating fire, War, Civil Commotion, Cyclone, Industrial Lockout and Statutory Act of the Government having bearing on the performance of the Contract. The party affected by Force Majeure shall be obliged to notify the other party within 48 hours, by fax/cable, of the commencement and the end of the Force Majeure circumstances preventing its performance of all or any of its obligations under this order. If performance of obligations under this order is delayed for more than one month due to a continuous Force Majeure, the party not affected by Force Majeure may at any time thereafter while such Force Majeure continues, by notice in writing forth with terminate all or any part of the unperformed portion of this order. If this order or any portion thereof is terminated under Force Majeure conditions, the Contractor shall be liable to the COMPANY for any damages, losses or liabilities as result thereof.



1.24. The terms & conditions mentioned in this tender/bidding document shall form a part of the Contract / Agreement.

1.25. **AGREEMENT TENURE & CONTRACT PERIOD:** The Agreement for required services shall be valid for a period of 24 months from the date mentioned in the award letter.

1.26. **SECURITY DEPOSIT**

- a. Upon acceptance of work, the successful Bidder should deposit the required amount of Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the contract value. The SD (as mentioned above) shall have to be deposited by contractor with BHEL along with the acceptance of LOA (Letter of Acceptance).
- b. The security Deposit should be furnished before start of the work by the contractor.
- c. The amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms.

(i) Cash (as permissible under the extant Income Tax Act)

(ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL

(iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL

(iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

(v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(vi) Insurance Surety Bonds

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

d. Collection of Security Deposit:

- i. At least 50% of the required Security Deposit, including the EMD (if any), should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

- ii. In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.
- iii. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- iv. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of BHEL.

Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

- e. The Security Deposit shall not carry any interest.
- f. In case the value of work exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced as given below:
 - i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
 - ii) There will be no reduction in Security Deposit value in case of variation in contract value up to the lower limit specified in Quantity variation clause. In case of reduction of contract value beyond the lower limit specified in Quantity Variation clause, then the Security Deposit shall be re adjusted in proportion.
 - iii) The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of BHEL.
- g. The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent / Award + 3 months, and the same shall be kept valid by proper renewal till completion of AMC period which necessarily required certification of BHEL.
- h. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.



1.27. RETURN OF SECURITY DEPOSIT

Security Deposit shall be refunded/released to the Contractor only after successful completion of AMC & complying all the contractual obligations as mentioned in the contract.



CHAPTER-2
General Terms and Conditions

2.1 POWER OF ATTORNEY:

- a. In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO /Chairman/ MD / Company Secretary of the Bidder/ all partners is to be submitted
- b. In case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorized employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

2.2 The offers of the bidder who are under suspension and also the offers of the bidder, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

Integrity commitment, performance of the contract and punitive action thereof:

COMMITMENT BY BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <http://www.bhel.com> and/or under applicable legal provisions".

2.3 The Bidder(s) along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

- 2.4 The bid submitted by bidder(s) shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bid and late bid shall be returned to the bidder.
- 2.5 Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission. Unsolicited discounts/ revised offers given after bid opening shall not be accepted.
- 2.6 BHEL shall not be responsible for any expense incurred by bidder in connection with the preparation & delivery of their bid, site visit, participating in the discussion and other expenses incurred during the bidding process.
- 2.7 The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. All the terms & conditions mentioned in this tender document shall form a part of the Contract-Agreement, which shall be executed between the successful bidder and BHEL.
- 2.8 The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 2.9 **SUBLETING:** The Contractor should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
- 2.10 **INCIDENTS RESULTING IN TERMINATION OF CONTRACT:** Following incidents will be considered as reason for both; imposition of penalties being in the nature of liquidated damages for breach of contract and may also attract termination of contract prior to its conclusion and the completion of the services assignment as the case may be.

Sl. No.	INCIDENT
a.	In the event of external factors (like natural disasters) which are beyond the control of the Contractor or BHEL.
b.	BHEL reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify that termination be for BHEL's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.
c.	In the event of Failure/inability of one party or the other.
d.	Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
e.	In the event of cancellation of any of the licenses or statutory permissions required for carrying out the services.
f.	In case, the personnel deployed by the Contractor found to have indulged in any criminal activity in BHEL premises.

g.	In case of any misrepresentation while claiming the payment.
h.	In case of non-compliance of any statutory obligations (as stated in this tender document) by the Contractor during the execution of Contract, may results into termination of Contract. In addition to the above, the Contractor shall also be liable for the penalties provided under the respective statute.
i.	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.
j.	If the Contractor fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by BHEL;
k.	If Contractor fails to perform any other obligation under the Contract;
l.	The penalties, in any case shall not exceed 10% of the total contract value and shall be recoverable from RA bills. Notwithstanding above, BHEL reserves the right to terminate the contract

2.11 The grounds mentioned herein (above) are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract (in whole or in part) at any time in the event the Contractor has contravened any provision of the Contract or any other legal requirement or due to repeated/habitual non-adherence to the qualitative, quantitative and time requirements stipulated in the Contract after giving a notice of 30 days for rectification of the same. If the Contractor has not rectified/ corrected the deficiencies stated in the written notice issued by BHEL, within the period of 30 days from the date of issue of notice, then the Contract may be terminated by BHEL by giving a written communication to the Contractor.

2.12 In the event of the termination of the Contract for any reason whatsoever, BHEL's liability shall only extend to making payment to the Contractor of the Contract Price accruing (prorated, if necessary) up to the date of termination for actual services rendered by the Contractor after making all deductions that BHEL is entitled to make pursuant to provisions of this Contract. BHEL shall not have any liability to pay to the Contractor any compensation or reimburse any costs incurred by the Contractor and the Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.

2.13 **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.

2.14 **SECURITY OF CONFIDENTIAL INFORMATION:** The bidder(s)/contractor agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the bidder(s)/contractor. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

2.15 **SETTLEMENT OF DISPUTES:**

2.16 **CONCILIATION:** If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation,



execution, effect, interpretation or breach of the Contract, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme as applicable from time to time.

2.17 **ARBITRATION:**

2.17.1 Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach termination, validity of execution of the Contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the Contract; or in any manner touching upon the contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be at New Delhi.

The cost of arbitration shall be borne as per the award of the Arbitrator.

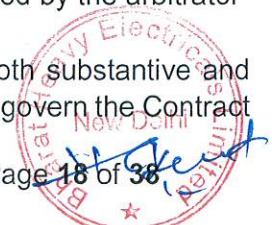
Subject to the arbitration in terms of Clause above, the Courts at New Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either party in terms of this Contract.

2.17.2 In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party for arbitration to the sole arbitrator in the department of public enterprises to be nominated by the secretary to the Government of India in-charge of the Department of Public Enterprises. Arbitration and Conciliation Act 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. Of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator

2.18 **APPLICABLE LAWS AND JURISDICTION OF COURTS:** Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract



including Arbitration proceedings. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at DELHI and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

2.19 BREACH OF CONTRACT AND TERMINATION: Following cases shall be considered as terms of breach of contract:

- 2.19.1 Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
- 2.19.2 Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- 2.19.3 Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- 2.19.4 Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier. If at any time the service provider defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract by giving 15 days' notice in writing. The notice will be deemed to have been served as and when sent to the address given in the tender.
- 2.19.5 Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
- 2.19.6 Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

Recovery in case of Breach of Contract

In case of breach of contract, 10% of the contract value shall be recovered from the contractor. The recovery shall be made from Security Deposit (if any)/ Retention Money (if any)/ available bills in the unit paying P.O. In case 10% amount is not recovered from these instruments the balance amount shall be recovered from the bills available in any of the BHEL unit(s)/Division(s).

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure etc., shall be applied as per provisions of contract.



- 2.20 The offers of the bidder who are under suspension and also the offers of the bidder, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

Integrity commitment, performance of the contract and punitive action thereof:

COMMITMENT BY BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <http://www.bhel.com> and/or under applicable legal provisions".

The Bidder(s) along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

- 2.21 **FORCE MAJEURE:** A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days,

either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

- 2.22 **DEVIATIONS:** Deviations, if any, may be indicated in format enclosed (Annexure-B). BHEL will consider the deviations if the same are declared in the specified deviation format, or else it will be considered that there is no deviation taken. Deviation mentioned elsewhere in the offer shall not be considered. BHEL reserves the right to accept or reject the deviation sought. Bidder may note that Bid shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.
- 2.23 Lowest amount quoted against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if price is not the lowest acceptable price to them inter-alia other reasons.
- 2.24 BHEL may decide holding of pre-bid discussion [PBD] with intending bidder as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidder shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 2.25 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail. In this regard decision of BHEL shall be final and binding.
- 2.26 Unless specifically mentioned otherwise, bidder's quoted price shall have deemed to be in compliance with tender including PBD.
- 2.27 **BHEL reserves the right to cross-check / verify the genuineness of the documents submitted along with the offer by the bidder. At any stage, BHEL may also ask for original documents and bidder / contractor has to submit the same. If at any stage, the document(s) submitted by bidder / contractor is/are found incorrect/ false, the necessary action will be taken by BHEL against the bidder/contractor as per extant guidelines / policies / terms & conditions of this tender.**
- 2.28 **No Claim Certificate:** The Contractor shall not, be entitled to make any claim, whatsoever, against BHEL under or by virtue of or arising out of this contract nor shall BHEL entertain or consider any such claim after Contractor shall have signed a "no claim certificate as per BHEL prescribed format (Annexure-F) in favor of BHEL after the works are finally accepted or finalization of contract.
- 2.29 The performance of the services will be continuously evaluated by the designated committee/user groups nominated by BHEL.



2.30 **Liaoning with local and state authorities:** Contractor will co-ordinate with state and local authorities for the work being done by it, as needed.

2.31 **Due Diligence:** The Bidder is expected to examine all instructions, forms, terms & specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

2.32 **BANK GUARANTEE**

Whenever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with:

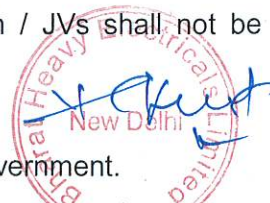
- i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
- ii) The Bank Guarantees shall be as per prescribed formats.
- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL Project Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Project Manager and submitted to the Regional HQ issuing the LOI/LOA.
- v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- vi) Bidder to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.
- vii) The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the Subcontracting Department of the respective Region.

2.33 **OTHER ISSUES**

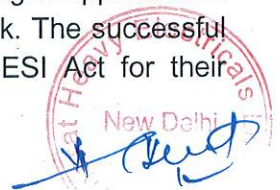
2.33.1 In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.

2.33.2 Unless otherwise specified in NIT, offers from consortium / JVs shall not be considered.

2.33.3 E- invoicing shall be applicable as per direction/norms of government.



- 2.33.4 This contract will be valid initially for two years from the date of award of work. However, BHEL reserves the right to terminate the contract at any time in-between by giving one month's written notice to the contractor without assigning any reason, for which the supplier will not have any claim whatsoever.
- 2.33.5 All tools & tackles required for maintenance work shall have to be provided by vendor at no extra cost.
- 2.33.6 BHEL shall provide power and water supply for repair work, free of cost.
- 2.33.7 Any machine damaged due to mishandling by the person deputed by the vendor shall have to be restored back to its original condition by vendor at their own cost.
- 2.33.8 The successful tenderer shall indemnify BHEL against any compensation that may arise out of any injury or death to any person deputed.
- 2.33.9 Price to be filled-in strictly as per the Price Bid Format (Annexure-A). Price quoted should be firm, final and not subject to any price escalation.
- 2.33.10 If the services of the bidder are found to be unsatisfactory then the contract may be terminated giving one month's written notice, if the bidder does not rectify the nonperformance notified, within the aforesaid notice period. Payment for the period up to date of termination of contract i.e., up to end of notice period shall be made on pro-rata basis.
- 2.33.11 Vendor should repair/ replace the faulty spare parts, if required, without any extra charge.
- 2.33.12 Bidder should submit the preventive maintenance report along with RCA (Root Cause Analysis) if any problem is found (on monthly basis).
- 2.33.13 Bidder should submit the breakdown report along with RCA (Root Cause Analysis) for all complaints.
- 2.33.14 The breakdown complaints shall be lodged over telephone and they should be attended immediately.
- 2.33.15 The successful tenderer should comply with all statutory requirements applicable for this contract. The successful tenderer shall pay minimum wages applicable in Delhi or more to their workforce deployed for execution of work. The successful tenderer shall also ensure compliance of applicable PF & ESI Act for their workforce deployed for execution of work.



2.34 Condition for making Payment

- 2.34.1 All the deductions (if applicable) shall be settled before making the payments. Service provider shall not have any objection on the same.
- 2.34.2 BHEL will review the documents provided by service provider & may either accept or reject based on actual performance. If required, BHEL may impose any LD/Penalty deductions, over & above the invoice submitted by service provider.
- 2.34.3 All applicable taxes and duties other than mentioned in the contract document, shall be payable by the Service provider and the BHEL shall not entertain any claims whatsoever with respect to the same.
- 2.34.4 The Service provider, at all times, will ensure that the services being provided under this Contract/Agreement are performed strictly in accordance with all applicable laws, order, byelaws, regulations, notifications, guidelines, rules, standards, recommended practices etc. and no liability in this regard will be attached to the BHEL.
- 2.34.5 While claiming the payment, the service provider must certify on the bill that the payment being claimed is strictly within terms of the contract and all the obligations on his part for claiming this payment have been fulfilled as required under the contract.



Chapter: III
Special Conditions of Contract (SCC)

The Scope of Work, Terms & Conditions of the tender are mentioned below.

Comprehensive AMC (Annual Maintenance Contract) for the following VRV (Variable Refrigerant Volume) Air-conditioning Systems at BHEL House, Siri Fort:

- i. 26 HP VRV system installed at Second Floor Conference Hall
ii. 32 HP VRV system installed at Ground Floor Conference Hall**

The VRV (32 HP) & (26 HP) Air conditioning system (01 number each) is of Daikin make This Air conditioning system is in good condition and presently in operation. Vendor may visit the site before bidding for the tender.

3.1 SCOPE OF WORK: Work covered under comprehensive maintenance for Air-conditioning System by Vendor:

3.2 Quarterly routine maintenance service includes the following:

- a) Checking of all electrical connection, magnetic switch, transformer etc.
- b) Washing of evaporator coil and condenser coil.
- c) Oiling of fan motor if required.
- d) Checking the compressor along with its pipeline connection & measuring grill temperature.
- e) Immediate attendance of break down, if any.
- f) Refrigerant Gas charging, if necessary.

3.3 The following spare parts should be replaced free of cost of any breakdown during AMC period:

- a) Compressor
- b) Fan motor
- c) PCB
- d) Magnetic Switch
- e) Transformer
- f) Other Electrical parts of AC

3.4 Following spare parts, shall not be covered under Annual Maintenance Contract schemes:

- a) Air Filter
- b) Sheet Metal parts
- c) Evaporator coils
- d) Condenser coils
- e) Front grill Assy./ Plastic cover/ panel
- f) Circuit breaker (MCB sequencer)
- g) Remote Handset (if mishandled/ broken)

All other items are deemed to be included under comprehensive AMC contract.

3.5 The service engineer of the vendor shall make unlimited visits on call basis in case of emergency breakdown.

3.6 The visits shall include minor adjustments and repairs, if required, provided all the necessary genuine spares are made available to Service Engineers by BHEL along with unskilled labor.



3.7 RESPONSE TIME: If Breakdown call or any type of complaint is given before 15:00 Hrs on any working day, it shall be attended on the same day. If call is given after 15:00 Hrs, it will be attended by 12:00 Hrs on the next working day.

3.8 Penalties shall be defined as under:

- 3.8.1** The Vendor should attend all the complaint as per Sl. no 3.7 Response Time of their lodgment on telephone, otherwise penalty of ₹500/- per complaint shall be imposed.
- 3.8.2** While calculating the penalty, following holidays shall be excluded: Sundays, National Holidays, Holi, Diwali, Christmas, Eid and Guru Nanak Birthday.
- 3.8.3** Formula for Calculating the penalty shall be equal to (=Total time between lodgment of complaint over telephone & time of attending the complaint - Holidays). For e.g. if the complaint is lodged at 17:00 hrs on Saturday and attended at 14:00 hrs on immediate Monday, then there shall be no penalty. However, if the same complaint shall be attended at 14:00 hrs on Tuesday then there shall be penalty of ₹500/-.
- 3.8.4** If the services are found to be unsatisfactory, then the contract may be terminated giving one month's written notice to the contractor, If the non-performance notified are not rectified within the aforesaid notice period. Payment for the period up to the date of termination of contract i.e. up to the end of notice period shall be on pro rata basis.

3.9 TAXES & DUTIES: -

- 3.9.1** Contractor shall submit tax compliant invoice containing all the particulars as stipulated under statutory invoice rules. Payment shall be made to the contractor only after submission of the said tax compliant invoice. For bidders charging GST, the successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services enabling BHEL for GST input tax credit.
- 3.9.2** For bidders charging GST, BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- 3.9.3** GSTIN of BHEL will be provided to the contractor along with the work order.
- 3.9.4** Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- 3.9.5** Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.



3.9.6 Invoice submitted should be in the format as specified under relevant statutory laws viz. all details as mentioned in invoice rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) Code etc.

3.9.7 For bidders charging GST, the contractor has to give an undertaking that GST as mentioned in the invoice has been/will be paid and also file returns as per respective extant rule (if applicable).

3.10 PAYMENT TERMS: -

3.10.1 The AMC Payments shall be made quarterly in arrears.

3.10.2 During two years there shall be 8 quarters and hence 8 bills may be raised by the Bidder and the payment excluding GST will be made against each bill within 30 days from the date of submission of the bills complete in all respects after due verification subject to other terms & conditions mentioned in Taxes & Duties above.

3.10.3 No interest shall be payable for delay in making the payment. The vendor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.

3.11 PVC, ORC & Bonus Clause: PVC, ORC & Bonus Clause (for early completion) are not applicable in this tender.



3.12 PRE QUALIFYING REQUIREMENTS (PQR):

3.12.1 Bidder's average Annual Turn Over (In ₹) = ₹ 1,00,000.00

{Note: Average of turnover of last 3 financial years ending on 31-03-2023 shall be considered to calculate bidder's average annual turnover}

3.12.2 The experience of having successfully completed or currently executing *similar Job/ services* during last 7 years ending on the last day of month prior to which tender is being invited should be either of the following:

- (i) The bidder should have executed three similar jobs / services with contract business volume of each not less than an amount equal to ₹ 1,77,944.00 (including taxes). OR
- (ii) The bidder should have executed two similar jobs / services with contract business volume of each not less than an amount equal to ₹ 2,22,430.00 (including taxes). OR
- (iii) The bidder should have executed one similar job / service with contract business volume not less than an amount equal to ₹ 3,55,888.00 (including taxes).

3.12.3 The Bidder should have with him unique PAN Number.

Please Note:

- a) Verified MSE & Startup shall be exempted from year of experience and turnover criteria as mentioned above.
- b) Similar jobs/services mentioned above shall be related/refers to Job / services of comprehensive annual maintenance contract of VRV/VRF air conditioning system at office of any Central Govt. / State Govt. / PSU / Public Limited Company / Private Limited Company/Autonomous Authorities".

3.13 Documents required in lieu of PQR:

3.13.1 Certified & Audited Profit & Loss Account statements of last three financial years i.e. FY 2020-21, 2021-22 & 2022-23. Alternatively, a CA certificate certifying the total turnover of the bidder for indicated period above i.e. FY 2020-21, 2021-22 & 2022-23 duly signed and stamped by the bidder shall also be acceptable.

3.13.2 Copies of work orders / award letters/ along with performance/completion certificates as supporting documents. **The performance certificate/completion certificate shall also contain the details/reference of work order, nature of work done or services provided, duration of the contract, quantum of business done/under progress.** The bidder(s), who have provided similar services in past **OR** presently providing similar services to any of the BHEL unit / region, have to essentially submit performance certificate issued by concerned BHEL officials for satisfactory performance of works.

3.13.3 Copy of PAN Card duly signed and stamped by the bidder.

3.13.4 MSE suppliers/bidders can avail the intended benefits, only if they submit required documents as mentioned in **S. No. 1.9**, along with the offer.

3.13.5 Start-up suppliers/bidders can avail the intended benefits, only if they submit required documents as mentioned in **S. No. 1.10**, along with the offer.



3.14 Composition Of Bids

Bidders are requested to quote in two parts as given below. However, for quotation submitted in single bid against our requirement of two-part bid will be considered only if the bid is techno-commercially accepted without seeking any clarifications/ missing documents from the bidder. Otherwise, the bid is liable to be rejected.

Bids shall be dropped in Tender Box located near to security office at Reception, BHEL House, Siri Fort, New Delhi-110049 latest by 15:00 hrs on or before the due date, in two parts as given below.

a. **Part-I (Techno-Commercial Bids)**

- i) The Part-I bid shall contain all details and documents required in the tender document along with except price bid (Each and every page should be signed and stamped).

b. **Part-II (Price Bid)**

Part-II bid shall comprise of Price Format (Annexure-A) ONLY, duly filled, as per the enclosed instructions/ details (Signed and Stamped).

c. **Process of Submission:**

- i. **The bidder shall put all the document of Technical Bid in an envelope and the envelope should clearly be superscripted as "Technical Bid" along with the tender reference number & name of the bidder.**
- ii. **The Price Bid of the tender shall be put in another sealed envelope & the envelope should clearly be superscripted as "Price Bid" along with the tender reference number & name of the bidder.**
- iii. **Both the aforesaid envelopes with technical bid & price bid shall be put into a bigger sealed envelope & the envelope should clearly be superscripted as "Tender Description" along with the tender reference number & name of the bidder.**

Note: "Bidder must note that the bid should be submitted as per the details given above (Composition of Bids). Price to be filled-in strictly as per the Price Bid Format (Annexure-A). Failing to do so shall lead to rejection of Bid."



Price Bid

Sl. No.	Work Description	Period in Qtr.	Rate per quarter (excluding GST, In Rs.) in Figures	Rate per quarter (excluding GST, In Rs.) in Words	Amount (excluding GST, In Rs.)
A	B	C	D	E	F = C x D
1	Quarterly charge for Comprehensive AMC (Annual Maintenance Contract) for 26HP VRV (Variable Refrigerant Volume) Air-conditioning System installed at Second Floor Conference Hall at BHEL House, Siri Fort, New Delhi	8			To Be Calculated by BHEL
2	Quarterly charge for Comprehensive AMC (Annual Maintenance Contract) for 32HP VRV (Variable Refrigerant Volume) Air-conditioning System installed at Ground Floor Conference Hall at BHEL House, Siri Fort, New Delhi	8			To Be Calculated by BHEL
3	Total Amount (excluding GST)	N.A	N.A	N.A	To Be Calculated by BHEL
4	Applicable GST in percentage (%)	N.A			To Be Calculated by BHEL
5	Grand Total (including GST)	N.A	N.A	N.A	To Be Calculated by BHEL

Evaluation: Lowest Cost Service provider shall be evaluated on the lowest quote arrived at sl. no F-3



Signature
With name, designation & seal of the firm

Acceptance letter / Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of this tender.

Or

We hereby accept all terms and conditions of the above tender except the followings: (Give reference to clause Nos. of terms & conditions which are not acceptable)

- 1.
- 2.
- 3.
- 4.
- 5

Note :

Deviations may or may not be accepted by BHEL.

"I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to this tender. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.



Signature
With name, designation & seal of the firm

Declaration

I / We hereby declare that I / we have not been banned or de-listed by any PSU / Government Department / Financial Institute / Court and no case is pending with the police / court against our firm / partner or the company.

Signature
With name, designation & seal of the firm



Bidder's Details

Sl. No.	Bidder's Details	
1	Name of Bidder/ Party/ Firm	
2	Name of Representative	
3	Postal Address	
4	Phone/ Landline Nos.	
5	Mobile Nos.	
6	Fax No.	
7	E-Mail address	
8	Web Site Address (if any)	
9	PAN	
10	GSTIN	
11	Any other information (if any)	
12	Bank details for payment through NEFT/ RTGS	Name of Bank Branch Account No. IFSC No. MICR No.

Note:

- (i) Submit a cancelled cheque and copy of PAN card for verification of above bank details.
(ii) Submit copy of GSTIN of the firm.

Signature
With name, Designation & seal of the firm



SECURITY DEPOSIT BANK GUARANTEE

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at..... (name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Supplier) with its registered office at _____² (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____ dated _____³ valued at Rs.⁴ (Rupees -----)⁴ (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____⁵ (Rupees _____ only), We _____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank), at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment. We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____⁶ and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁷, we shall be discharged from all the liability under this guarantee thereafter.

We, _____ (indicate the name of the Bank) _____ further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such

matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... 5
- b) This Guarantee shall be valid up to6
- c) Unless the Bank is served a written claim or demand on or before7 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date _____ Day of _____
for _____ (indicate the name of the Bank) _____

(Signature of Authorized signatory)

¹ ADDRESS OF THE EMPLOYER. i.e. Bharat Heavy Electricals Limited ²

ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.



2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/estamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
4. **In Case of Bank Guarantees submitted by Foreign Vendors.**
 - a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.



No claim Certificate**CERTIFICATE TO BE FURNISHED BY THE CONTRACTOR**

I/We have no claim or demand outstanding against BHEL , Corporate Office, New Delhi for the work done or for labor or material supplied or any other account arising out of or connected with the contract agreement/work order (No.....dated) and the payment of this bill shall be in full and final.

Date

Signature of Contractor

CERTIFICATE TO BE FURNISHED BY SENIOR ENGINEER

Certified that

1. The payment recommended for release is in order and there are no demands other than those included in The claim outstanding from the contractor;
2. The AMC period as per the contract agreement is over and the contractor has carried out the works required to be carried out by him during the period of maintenance to our satisfaction, and all expenses incurred by the company on carrying out such works have been included for adjustment;
3. All the objections raised so far have been settled;
4. A note of refund of security deposit has been made in the measurement book and contract agreement/work order.

Date

Signature of Senior Engineer

FOR USE IN FINANCE DEPARTMENT

Passed for

Rs.....(Rupees.....
only)

Accountant

Account Officer

